



WILLIAM T FUJIOKA
Chief Executive Officer

County of Los Angeles CHIEF EXECUTIVE OFFICE

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, California 90012
(213) 974-1101
<http://ceo.lacounty.gov>

May 10, 2011

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

19 May 10, 2011

SACHI A. HAMAI
EXECUTIVE OFFICER

Board of Supervisors
GLORIA MOLINA
First District

MARK RIDLEY-THOMAS
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

APPROVAL OF AGREEMENT FOR REIMBURSEMENT OF PERSONNEL COSTS BY VARIOUS COUNTY EMPLOYEE UNIONS AND AMENDMENT TO MEMORANDUM OF UNDERSTANDING FOR BARGAINING UNIT 325 (ALL) (3- VOTES)

SUBJECT

For a number of years the County has had agreements with employee unions that provide a mechanism by which they can reimburse the County when employees are on leave to the union in order to develop expertise in public sector labor relations. In this arrangement, known as organizational leave, employees continue on the County payroll, but the union pays the County the full cost of the employees' salary and benefits. Each department that has employees on leave bills the union on a monthly basis.

On March 15, 2011, your Board approved amendments to Memoranda of Understanding (MOU) for a number of employee bargaining units that extended the term for one year to September 30, 2012. We are recommending a similar extension for Bargaining Unit 325.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Chief Executive Officer to sign the agreement between Los Angeles County and the following unions to allow the unions to provide reimbursement of personnel costs for employees designated as working for the unions for specified periods:

"To Enrich Lives Through Effective And Caring Service"

**Please Conserve Paper – This Document and Copies are Two-Sided
Intra-County Correspondence Sent Electronically Only**

- a. SEIU Local 721
 - b. AFSCME Council 36
 - c. CAPE
2. Instruct departments to carry out the terms of the agreement and to bill the unions for costs incurred pursuant to the agreement.
3. Instruct the Auditor-Controller to work with departments to develop any rates necessary for costs incurred pursuant to the agreement.
4. Approve the accompanying amendment to the MOU for Bargaining Unit 325, for a one-year term extension to September 30, 2012.
5. Instruct the Auditor-Controller to make payroll system changes necessary to implement the recommendations contained herein.

PURPOSE/JUSTIFICATION OF THE RECOMMENDED ACTION

The recommended action will renew the agreement to allow unions to reimburse the County for all costs associated with an employee being provided by the County.

Since the County is prohibited from providing employees to other entities at County expense, an employee working for a union must take an unpaid leave of absence from his/her County employment. This agreement will allow the employee to remain active in County service while all costs associated with his/her County employment will be reimbursed by the union.

The recommended action will also provide for the continuation of salaries and special pay practices for employees in Bargaining Unit 325.

Implementation of Strategic Plan Goals

This action supports the County's Strategic Plan Goal 1, Operational Effectiveness, through the following strategies:

- Strategy 1, Fiscal Sustainability: This contract extension will allow unions to continue reimbursing the County for all costs involved with this program.
- Strategy 4, Workforce Excellence: This contract extension will continue to provide employees with experience in public sector labor relations.

FISCAL IMPACT/ FINANCING

There is no fiscal impact.

The unions agree to reimburse the County for all actual costs of affected employees. These include salary, bonuses, cash reimbursement for unused sick leave, excess vacation time deemed payable, and employee benefits, including but not limited to, retirement, health, life and dental insurance, and Workers' Compensation benefits.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

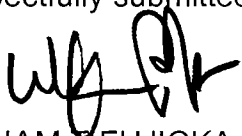
The Chief Executive Office may approve employee written requests for union leave, under the Cost Reimbursement Agreement. These employees will generally serve in one-month increments for up to a year. A limited number of employees may be from a single department, unless departmental operational needs allow more. Each affected department is to invoice the union each month, and each union is to pay the full cost within 30 days.

The agreements will expire in September 30, 2012, which coincides with the expiration dates of the Memoranda of Understanding between the County and the unions. This is a renewal of a previous agreement.

CONCLUSION

These agreements have been approved as to form by County Counsel.

Respectfully submitted,



WILLIAM T. FUJIOKA
Chief Executive Officer

WTF:JA
RA:rld

Attachments

c: County Counsel
Auditor-Controller
Executive Officer, Board of Supervisors

**AGREEMENT BETWEEN THE COUNTY OF LOS ANGELES AND
LOS ANGELES COUNTY EMPLOYEES ASSOCIATION
SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 721
FOR REIMBURSEMENT OF PERSONNEL COSTS**

This agreement, entered this 10th day of May, 2011, by and between the County of Los Angeles, a body corporate and politic, organized and existing under the State of California, hereinafter referred to as "County," and Los Angeles County Employees Association, Service Employees International Union (SEIU) Local 721, a certified employee organization organized and existing under the laws of the State of California, hereinafter referred to as "Local 721."

WHEREAS, the public policy of the County is to promote the improvement of personnel management and relations with its employees and to protect the public by assuring, at all times, the orderly and uninterrupted operations and services of County government, including the services provided by employees represented by Local 721;

WHEREAS, Local 721 is desirous of organizing the operations of its Union so as to function in the most effective manner possible as a public sector labor organization, and in so doing, assist in the resolution of labor disputes and contract administration which, in turn, will contribute significantly toward maintaining work force stability and continuity of vital public services to the County.

NOW, THEREFORE, in consideration of the mutual covenants herein:

1. Work Statement

- A. The County of Los Angeles, through its CAO, shall provide one or more County employees to Local 721 when requested in writing by Local 721, for the purpose of developing expertise in public sector labor relations, and thereby assisting the County in the expeditious resolution of labor disputes.

The employees so selected shall be designated by Local 721 and shall serve for one to twelve month increments. In no case shall an individual's leave extend beyond twelve months.

- B. Notwithstanding the provisions of Section 1(A), Local 721 may request release time in writing for employees to participate in training, conferences, and other union activities not on County time. Local 721 agrees to reimburse the County for employee pay and benefits as provided under Section 3 (Payment). Availability of employees shall be subject to the needs of the service. The employees so selected shall be designated by Local 721 and shall serve for increments of four hours to one month. Local 721 shall provide written notice to the County's designated representative a minimum of ten (10) business days in advance of designating leave under this agreement. The requirement for notice may be waived by mutual agreement.

2. Scope of Agreement

For employees selected under Section 1(A) of this agreement, The scope of this agreement shall be limited to the services of no more than the equivalent of ten (10) full-time employees at any one time, of whom no more than two may be employees of a single bargaining unit, unless departmental operational needs allow more. Employees must have a minimum of one year's continuous County service. Leaves shall be subject to Civil Service Rules. Except by mutual agreement, no more than one employee shall be on leave from any given department. If a dispute arises as to the number of employees that may be released by any County department under either Sections 1(A) or 1(B) of this agreement, the decision of the Chief Executive Officer shall be final.

Local 721 shall provide written notice to the County's designated representative a minimum of ten (10) business days in advance of designating leave under this agreement. This provision may be waived by mutual agreement.

3. Payment

A. Except as provided herein, Local 721 will pay to the County of Los Angeles the actual costs of the County employees as required under the terms of this agreement, including the salary, any bonuses, cash reimbursement for unused sick leave, and any excess accrued vacation time above 320 hours (deemed payable) of the employees, their staff benefits, including but not limited to employee's retirement, health, life, and dental

insurance, and Worker's Compensation benefits at such rates as shall be determined by the County of Los Angeles Auditor-Controller to be the actual costs thereof in accordance with the policies and procedures established by the Board of Supervisors of Los Angeles County. It is contemplated that such actual costs, determined by the County of Los Angeles' Auditor-Controller, may increase after the date of execution of this agreement by any amendments to the County of Los Angeles Salary or other ordinance, or to MOUs between the parties relating to salaries and employee benefits.

- B. County of Los Angeles shall tender to Local 721 at the end of each calendar month an invoice covering costs pursuant to this agreement during said month, and Local 721 shall pay County the full costs invoiced within 30 days of the date of such statement.
- C. If such payment is not delivered to the County Office which is described on said statement within 60 days after the date of the statement, the County may satisfy such indebtedness from any funds of Local 721 on deposit with the County without giving further notice to Local 721 of County's intention to do so. If such payment is not made within the 60 days, an interest rate of 1.5% per month on the unpaid balance will be levied, and will be incurred by Local 721.

4. Term of Agreement

The term of the agreement shall be from April 1, 2011, through and including the last day of September 2012.

5. Termination

Either County or Local 721 may terminate this agreement as of the first of the following month upon notice, in writing, to the other party of not less than ten (10) business days prior thereto.

6. Responsibility for Direct Payment of Salaries

Except as specifically provided therein, Local 721 shall not be called upon to assume any liability for the direct payment of any salaries, wages or other compensation to any personnel of the County of Los Angeles performing service hereunder or any liability other than that provided for in this agreement.

7. Independent Contract

Both the County and Local 721, in the performance of this agreement, will be acting in an independent capacity and not as agents, employees, volunteers, partners, joint ventures, or associates of one another.

8. Liability and Indemnification

Local 721 shall be liable for any damages proximately resulting from the negligent or wrongful acts or omissions of the County employees provided pursuant to the

terms of this agreement while engaged in services within the scope of this agreement, and shall fully indemnify, defend, and hold County of Los Angeles, its agents, officers, and employees harmless from any liability resulting from anything done or omitted to be done by such personnel provided pursuant to the terms of this agreement while engaged in services within the scope of this agreement.

9. Extent of Services Provided and Discipline of Personnel

The standards of performance, the discipline of personnel, and other matters incident to the performance of any employee functions shall remain with the County of Los Angeles with the appointing authority of each employee.

10. Notice of Suit

Local 721 shall give County, or its representatives, immediate notice of any suit or action filed, and prompt notice of any claim made against Local 721 arising out of the performance of this agreement. Local 721 shall furnish immediately to County copies of all pertinent papers received by Local 721.

11. Contract Complete, Variations

This writing embodies the whole of the agreement of the parties hereto and there are no oral agreements not contained therein. No addition or variations of the terms of this agreement shall be valid unless made in writing and signed by both parties.

12. Reassignment Preference

Any County employee assigned to duties with Local 721 under this agreement shall, upon completion of such assignment, return to the unit of assignment that he/she last held, provided a vacancy exists, unless he/she chooses to accept a different assignment.

13. County Lobbyist

Each County lobbyist as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.1160. Failure on the part of any County lobbyist retained by Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

14. Arbitrability

The terms of this agreement shall not be subject to grievance or arbitration.

15. Safely Surrendered Baby Law

- A. Local 721 shall notify and provide to its employees a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in

Exhibit A of this agreement and is also available on the Internet at www.babysafela.org for printing purposes.

- B. Local 721 acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. Local 721 understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the contractor's place of business. Local 721 will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The County's Department of Children and Family Services will supply Local 721 with the poster to be used.


IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this agreement on the day, month and year first above written.

**LOS ANGELES COUNTY EMPLOYEES ASSOCIATION
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 721**

BY 


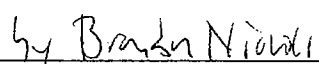
MARCUS D. HATCHER, DIRECTOR
REPRESENTATION AND NEGOTIATIONS

COUNTY OF LOS ANGELES

BY 

WILLIAM T. FUJIO
CHIEF EXECUTIVE OFFICER

APPROVED AS TO FORM:

BY  

HALVOR S. MELOM
PRINCIPAL DEPUTY
COUNTY COUNSEL

AGREEMENT BETWEEN THE COUNTY OF LOS ANGELES AND THE
CALIFORNIA ASSOCIATION OF PROFESSIONAL EMPLOYEES (CAPE)
FOR REIMBURSEMENT OF PERSONNEL COSTS

This agreement, entered this 10th day of May, 2011, by and between the County of Los Angeles, a body corporate and politic, organized and existing under the State of California, hereinafter referred to as "County," and the California Association of Professional Employees, a certified employee organization organized and existing under the laws of the State of California, hereinafter referred to as "CAPE."

WHEREAS, the public policy of the County is to promote the improvement of personnel management and relations with its employees and to protect the public by assuring, at all times, the orderly and uninterrupted operations and services of County government, including the services provided by employees represented by CAPE-represented employees;

WHEREAS, CAPE is desirous of organizing the operations of its Association so as to function in the most effective manner possible as a public sector labor organization, and in so doing, assist in the resolution of labor disputes and contract administration which, in turn, will contribute significantly toward maintaining work force stability and continuity of vital public services provided by CAPE-represented employees to the County.

NOW, THEREFORE, in consideration of the mutual covenants herein:

1. Work Statement

A. The County of Los Angeles shall provide up to nine CAPE-represented County employees elected to the CAPE Board of Directors (hereinafter referred to as "Board Members") to CAPE when requested in writing by CAPE for the purpose of meeting on public sector labor relations and related matters and thereby assisting the County and its Departments in the expeditious resolution of labor disputes.

2. Scope of Agreement

The scope of this Agreement shall be limited to the services of no more than (9) nine Board Members. The maximum total amount of leave time per fiscal year granted under this contract shall not exceed 528 hours.

When practical, CAPE shall provide written notice to the County's designated representative a minimum of five (5) days in advance of designating leave under this Agreement.

3. Payment

A. Except as provided herein, CAPE will pay to the County of Los Angeles the actual costs of the Board Members' leave time as

required under this agreement, including the salary, bonuses, cash reimbursement for unused sick leave, and any excess accrued vacation time above 320 hours (deemed payable) of the employees, their staff benefits, including but not limited to employee's retirement, health, life, and dental insurance, and Worker's Compensation benefits at such rates as shall be determined by the County of Los Angeles' Auditor-Controller to be the actual costs thereof in accordance with the policies and procedures established by the Board of Supervisors of Los Angeles County. It is contemplated that such actual costs, determined by the County of Los Angeles' Auditor-Controller, may increase after the date of execution of this agreement by any amendments to the County of Los Angeles salary or other ordinance, or to Memoranda of Understanding between the parties relating to salaries and employee benefits.

- B. County of Los Angeles shall tender to CAPE at the end of each calendar month an invoice covering costs pursuant to this agreement during said month, and CAPE shall pay County the full costs invoiced within 30 days of the date of such statement.
- C. If such payment is not delivered to the County Office which is described on said statement within 60 days after the date of the

statement, the County may satisfy such indebtedness from any funds of CAPE on deposit with the County without giving further notice to CAPE of County's intention to do so. If such payment is not made within the 60 days, an interest rate of 1.5% per month on the unpaid balance will be levied, and will be incurred by CAPE.

4. Term of Agreement

The term of the agreement shall be from May 3, 2011, through and including September 30, 2012.

5. Termination

Either County or CAPE may terminate this agreement as of the first of the following month upon notice, in writing, to the other party of not less than ten (10) business days prior thereto.

6. Responsibility for Direct Payment of Salaries

Except as specifically provided therein, CAPE shall not be called upon to assume any liability for the direct payment of any salaries, wages or other compensation to any personnel of the County of Los Angeles performing service hereunder or any liability other than that provided for in this agreement.

Leave time under this Agreement shall be counted as time worked for overtime purposes. As such, if there is leave time taken under this Agreement and the same employee Board Member works an overtime assignment in performing his or her County position duties, the employee Board Member will earn overtime in the same manner as if the employee Board Member worked in his or her County position during the leave.

7. Independent Contract

Both the County and CAPE, in the performance of this agreement, will be acting in an independent capacity and not as agents, employees, volunteers, partners, joint ventures, or associates of one another.

8. Liability and Indemnification

CAPE shall be liable for any damages proximately resulting from the negligent or wrongful acts or omissions of the County employees provided pursuant to the terms of this agreement while engaged in services within the scope of this agreement, and shall fully indemnify, defend, and hold County of Los Angeles, its agents, officers, and employees harmless from any liability resulting from anything done or omitted to be done by such personnel provided pursuant to the terms of this agreement while engaged in services within the scope of this agreement.

9. Extent of Services Provided and Discipline of Personnel

The standards of performance, the discipline of personnel, and other matters incident to the performance of any employee functions shall remain with the County of Los Angeles with the appointing authority of each employee Board Member.

10. Notice of Suit

CAPE shall give the County, or its representative, immediate notice of any suit or action filed, and prompt notice of any claim made against CAPE arising out of the performance of this agreement. CAPE shall furnish immediately to County copies of all pertinent papers received by CAPE.

11. Contract Complete, Variations

This writing embodies the whole of the agreement of the parties hereto and there are no oral agreements not contained therein. No addition or variations of the terms of this agreement shall be valid unless made in writing and signed by both parties.

12. Reassignment Preference

Any Board Member on CAPE-designated leave under this agreement shall continue in the unit of assignment that he or she holds unless he or she chooses to accept a different assignment.

13. County Lobbyist

Each County lobbyist as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.1160. Failure on the part of any County lobbyist retained by Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

14. Safely Surrendered Baby Law

- A. The Association shall notify and provide to its employees a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit A of this agreement and is also available on the internet at www.babysafela.org for printing purposes.
- B. The Association acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Association understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the contractor's place of business. The Association will also encourage

its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The County's Department of Children and Family Services will supply the Association with the poster to be used.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representative to execute this agreement on the day, month, and year first above written.

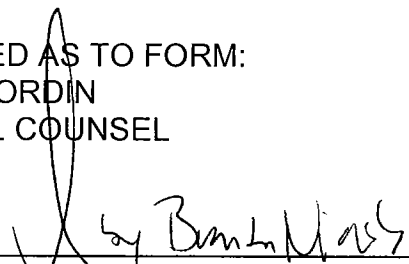
CALIFORNIA ASSOCIATION OF PROFESSIONAL EMPLOYEES

BY 
CAPE PRESIDENT

COUNTY OF LOS ANGELES

BY 
WILLIAM T. FUJIOKA
CHIEF EXECUTIVE OFFICER

APPROVED AS TO FORM:
ANDREA ORDIN
COUNSEL COUNSEL

BY 
HALVOR S. MELOM
PRINCIPAL DEPT
COUNTY COUNSEL

Personnel Cost Agreement - CAPE 2011

**AGREEMENT BETWEEN THE COUNTY OF LOS ANGELES
AND THE AMERICAN FEDERAL OF STATE, COUNTY, AND MUNICIPAL
EMPLOYEES (AFSCME) DISTRICT COUNCIL 36
FOR REIMBURSEMENT OF PERSONNEL COSTS**

This agreement, entered this 10th day of May, 2011, by and between the County of Los Angeles, a body corporate and politic, organized and existing under the State of California, hereinafter referred to as "County," and, American Federation of State, County, and Municipal Employees (AFSCME) Council 36, a certified employee organization organized and existing under the laws of the State of California, hereinafter referred to as "AFSCME District Council 36".

WHEREAS, the public policy of the County is to promote the improvement of personnel management and relations with its employees to protect the public by assuring, at all times, the orderly and uninterrupted operations and services of County government, including the services provided by employees represented by AFSCME Council 36;

WHEREAS, AFSCME Council 36 is desirous of organizing the operations of its Union so as to function in the most effective manner possible as a public sector labor organization, and in so doing, assist in the resolution of labor disputes and contract administration which, in turn, will contribute significantly toward maintaining work force stability and continuity of vital public services to the County.

NOW, THEREFORE, in consideration of the mutual covenants herein:

1. Work Statement

The County of Los Angeles, through its CAO, shall provide up to ten (10) County employees to AFSCME District Council 36 when requested in writing by AFSCME District Council 36, for the purpose of developing expertise in public sector labor relations, and thereby assisting the County in the expeditious resolution of labor disputes. No more than three of these shall come from the same department. As with the grant of leave of any County employee, the appointing power shall have discretion to approve release of an employee based on the operational needs of the involved County department; provided, however, that said approval shall not be unreasonably withheld.

The employees so selected shall be designated by AFSCME Council 36 and shall serve for one month increments for up to one year. By mutual agreement, this period may be extended. In the event of exigent circumstances, leaves may be approved for a lesser period than one month.

2. Scope of Agreement

The scope of this agreement shall be limited to the services of no more than the equivalent of ten full-time employees at any one time, of whom no more than three may be employees of a single bargaining unit. If a dispute arises

as to the number of employees that may be released by any County department, the decision of the Chief Executive Officer shall be final.

AFSCME District Council 36 shall provide written notice to the County's designated representative a minimum of ten (10) days in advance of designating leave under this agreement. This provision may be waived by mutual agreement.

3. Payment

A. Except as provided herein, AFSCME District Council 36 will pay to the County of Los Angeles the actual costs of the County employees as required under the terms of this agreement, including the salary, any bonuses, cash reimbursement for unused sick leave, and any excess accrued vacation time above 320 hours (deemed payable) of the employees, their staff benefits, including but not limited to employee's retirement, health, life, and dental insurance, Worker's Compensation benefits at such rates as shall be determined by the County of Los Angeles' Auditor-Controller to be the actual costs thereof in accordance with the policies and procedures established by the Board of Supervisors of Los Angeles County. It is contemplated that such actual costs, determined by the County of Los Angeles' Auditor-Controller, may increase after the date of execution of this agreement by any amendments to the County of Los Angeles Salary or other ordinance, or to MOUs between the parties relating to salaries and employee benefits.

B. County of Los Angeles shall tender to AFSCME District Council 36 at the end of each calendar month an invoice covering costs pursuant to this agreement during said month, and AFSCME District Council 36 shall pay County the full costs invoiced within 30 days of the date of such statement.

C. If such payment is not delivered to the County Office which is described on said statement within 60 days after the date of the statement, the County may satisfy such indebtedness from any funds of AFSCME District Council 36 on deposit with the County without giving further notice to AFSCME District Council 36 of County's intention to do so. If such payment is not made within the 60 days, an interest rate of 1.5% per month on the unpaid balance will be levied, and will be incurred by AFSCME District Council 36.

4. Term of Agreement

The term of the agreement shall be from the date of Board approval, through and including the last day of September, 2012.

5. Termination

Either County or AFSCME Council 36 may terminate this agreement as of the first of the following month upon notice, in writing, to the other party of not less than ten (10) business days prior thereto.

6. Responsibility for Direct Payment of Salaries

Except as specifically provided therein, AFSCME District Council 36 shall not be called upon to assume any liability for the direct payment of any salaries, wages or other compensation to any personnel of the County of Los Angeles performing service hereunder or any liability other than that provided for in this agreement.

7. Independent Contract

Both the County and AFSCME District Council 36, in the performance of this agreement, will be acting in an independent capacity and not as agents, employees, volunteers, partners, joint ventures, or associates of one another.

8. Liability and Indemnification

AFSCME District Council 36 shall be liable for any damages proximately resulting from the negligent or wrongful acts or omissions of the County employees provided pursuant to the terms of this agreement while engaged in services within the scope of this agreement, and shall fully indemnify, defend, and hold County of Los Angeles, its agents, officers, and employees harmless from any liability resulting from anything done or omitted to be done by such personnel provided pursuant to the terms of this agreement while engaged in services within the scope of this agreement.

9. Extent of Services Provided and Discipline of Personnel

The standards of performance, the discipline of personnel, and other matters incident to the performance of any employee functions shall remain with the County of Los Angeles with the appointing authority of each employee.

10. Notice of Suit

AFSCME District Council 36 shall give County, or its representatives, immediate notice of any suit or action filed, and prompt notice of any claim made against AFSCME District Council 36 arising out of the performance of this agreement. AFSCME District Council 36 shall furnish immediately to County copies of all pertinent papers received by AFSCME District Council 36.

11. Contract Complete, Variations

This writing embodies the whole of the agreement of the parties hereto and there are no oral agreements not contained therein. No addition or variations of the terms of this agreement shall be valid unless made in writing and signed by both parties.

12. Reassignment Preference

Any County employee assigned to duties with AFSCME District Council 36 under this agreement shall, upon completion of such assignment, return to the unit of assignment that he/she last held, provided a vacancy exists unless he/she chooses to accept a different assignment.

13. County Lobbyist

Each County lobbyist as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.1160. Failure on the part of any County lobbyist retained by Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

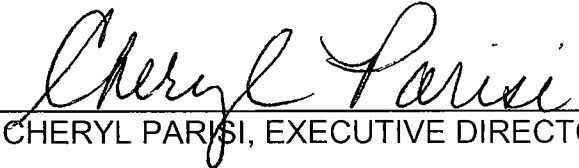
14. Safely Surrendered Baby Law

- A. AFSCME District Council 36 shall notify and provide to its employees a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit A of this agreement and is also available on the Internet at www.babysafela.org for printing purposes.


B. AFSCME District Council 36 acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. AFSCME District Council 36 understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the contractor's place of business. AFSCME District Council 36 will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The County's Department of Children and Family Services will supply AFSCME District Council 36 with the poster to be used.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this agreement on the day, month and year first above written.

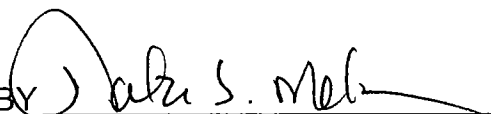
AFSCME COUNCIL 36

BY 
CHERYL PARISI, EXECUTIVE DIRECTOR

COUNTY OF LOS ANGELES

BY 
WILLIAM T FUJIOKA
CHIEF EXECUTIVE OFFICER

APPROVED AS TO FORM:

BY 
HALVOR S. MELOM
PRINCIPAL DEPUTY
COUNTY COUNSEL

PCA-AFSCME 12

Council 36

AMENDMENT NO. 1
MEMORANDUM OF UNDERSTANDING
FOR JOINT SUBMISSION
TO BOARD OF SUPERVISORS
REGARDING THE
MENTAL HEALTH PSYCHIATRISTS/
DENTAL PROFESSIONALS
EMPLOYEE UNIT

THIS AMENDMENT NO. 1 TO MEMORANDUM OF UNDERSTANDING made and entered into this 10th day of May, 2011;

BY AND BETWEEN

Authorized Management Representative
(hereinafter referred to as "Management") of the
County of Los Angeles (hereinafter referred to as
"County")

Union of American Physicians and Dentists
(hereinafter referred to as "Union" or "UAPD")

WHEREAS, on the 15th day of December, 2009, the parties entered into a Memorandum of Understanding regarding the Physicians Unit, which Memorandum of Understanding was subsequently approved and ordered implemented by the County's Board of Supervisors; and

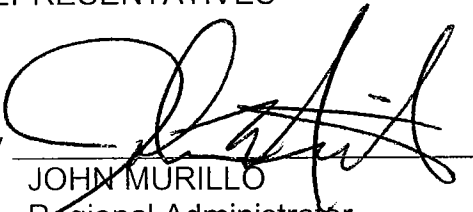
WHEREAS, as a result of mutual agreement, the parties desire to amend No. 325 Memorandum of Understanding.

NOW, THEREFORE, the parties agree as follows:

1. Amend Article 4, Term, to change the termination date of the contract to September 30, 2012.
2. Amend Article 5, Renegotiation, to change all 2011 dates to 2012.
3. Amend Article 24, Continuing Medical Education, last sentence of Section 1 to read: "This consultation shall be completed by September 30, 2012."
4. This Amendment No. 1 to said Memorandum of Understanding constitutes a mutual recommendation to be jointly submitted to the County's Board of Supervisors, and this Amendment No. 1 will be effective when and if approved by said Board of Supervisors in the same manner provided in Article 3, which was applicable to the implementation of the original Memorandum of Understanding.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Amendment No. 1 the day, month and year first above written.

UNION OF AMERICAN PHYSICIANS
AND DENTISTS AUTHORIZED
REPRESENTATIVES

By 
JOHN MURILLO
Regional Administrator
Union of American Physicians
And Dentists

COUNTY OF LOS ANGELES
AUTHORIZED MANAGEMENT
REPRESENTATIVES

By 
WILLIAM T FUJIOKA
Chief Executive Officer

TO BE JOINTLY SUBMITTED TO COUNTY'S BOARD OF SUPERVISORS